



Town Council Agenda Report

SUBJECT: Resolution

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO A REVISED AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR TRAFFICWAYS BEAUTIFICATION IMPROVEMENTS TO DAVIE ROAD EXTENSION FROM UNIVERSITY DRIVE TO STIRLING ROAD AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.

REPORT IN BRIEF:

The Town Council in May, 1998, adopted Resolution No. R-98-155 authorizing execution of a Trafficways Beautification Agreement between the Town of Davie, the City of Hollywood and Broward County. This agreement provided for maintenance of the landscape materials which would be planted in conjunction with the reconstruction of Davie Road Extension between Stirling Road and University Drive. Subsequent to this action, Broward County created a new standard beautification agreement format which is attached for approval. This project is scheduled for construction in fiscal year 2000.

PREVIOUS ACTIONS:

Previous agreement approved on May 6, 1998, per Resolution No. R-98-155.

CONCURRENCES:

N/A

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost \$5,500.00 Annually upon completion

Account Name: Right-of-Way Maintenance

RECOMMENDATION(S):

Motion to Approve the Resolution

Attachment(s):

Resolution
Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO A REVISED AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR TRAFFICWAYS BEAUTIFICATION IMPROVEMENTS TO DAVIE ROAD EXTENSION FROM UNIVERSITY DRIVE TO STIRLING ROAD AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.

WHEREAS, the Town Council previously approved an agreement on May 6, 1998, under Resolution No. R-98-155, for Trafficways Beautification Improvements for Davie Road Extension from University Drive to Stirling Road; and

WHEREAS, Broward County has made changes to the previously approved agreement; and

WHEREAS, this agreement supercedes the agreement approved under Resolution No. R-98-155; and

WHEREAS, it is considered in the best interest of the Town of Davie, Florida, to enter into an agreement between Broward County and City of Hollywood providing for Trafficways Beautification Improvements for Davie Road Extension from University Drive to Stirling Road; and

WHEREAS, the Town desires to authorize execution of said agreement, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie authorizes the appropriate town officials to execute the agreement between Broward County and City of Hollywood, a copy of which is attached hereto as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2000.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2000.

AGREEMENT

Among

BROWARD COUNTY

and

CITY OF HOLLYWOOD

and

TOWN OF DAVIE

for

TRAFFICWAY BEAUTIFICATION FOR
DAVIE ROAD EXTENSION FROM UNIVERSITY DRIVE
TO STIRLING ROAD

AGREEMENT

Among

BROWARD COUNTY

and

CITY OF HOLLYWOOD

and

TOWN OF DAVIE

for

TRAFFICWAY BEAUTIFICATION FOR
DAVIE ROAD EXTENSION FROM UNIVERSITY DRIVE
TO STIRLING ROAD

This is an Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

CITY OF HOLLYWOOD and TOWN OF DAVIE, municipal corporations located in Broward County, Florida, and organized and existing under the laws of the state of Florida, hereinafter referred to as "MUNICIPALITIES."

WITNESSETH:

WHEREAS, the median and the eastern and southern swale south of the intersection of the centerline of Allen Street (Northwest 38th Street) right-of-way and Davie Road is a public trafficway (hereinafter referred to as the "Trafficway") located within the municipal boundaries of the CITY OF HOLLYWOOD; and

WHEREAS, the median and both swales north of the intersection of the centerline of Allen Street (Northwest 38th Street) right-of-way and Davie Road Extension, in addition to the western and northern swale south of the intersection of the centerline of Allen Street (Northwest 38th Street) right-of-way and Davie Road Extension is a public trafficway

(hereinafter referred to as the "Trafficway") located within the municipal boundaries of the TOWN OF DAVIE; and

WHEREAS, it is of mutual benefit to the residents of COUNTY and MUNICIPALITIES to permit COUNTY to beautify the Trafficway by the installation of landscaping as defined in Article 1, Section 1.6, herein; and

WHEREAS, MUNICIPALITIES have expressed a desire to undertake the maintenance of the Trafficway; and

WHEREAS, MUNICIPALITIES, by resolution of their governing bodies, approved joint beautification of the Trafficway with COUNTY pursuant to the terms of this Agreement and have authorized the appropriate officers of MUNICIPALITIES to execute this Agreement; and

WHEREAS, COUNTY, by action of its Board of County Commissioners on the ____ day of _____, 19____, has approved the joint beautification of the Trafficway with MUNICIPALITIES and has authorized the appropriate COUNTY officers to execute this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payment hereinafter set forth, COUNTY and MUNICIPALITIES agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement:** "Agreement" shall mean this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board:** "Board" shall mean the Broward County Board of County Commissioners.
- 1.3 **Contract Administrator:** "Contract Administrator" shall mean the Broward County Administrator, the Director of Public Works, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with MUNICIPALITIES and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

- 1.4 **COUNTY:** "COUNTY" shall mean Broward County, through the Board, a political subdivision of the State of Florida.
- 1.5 **County Attorney:** "County Attorney" shall mean the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 4.03 of the Broward County Charter.
- 1.6 **Landscape:** "Landscape" or "Landscaping" shall mean living plant materials such as grasses, ground cover, shrubs, vines, trees or palms and nonliving durable materials commonly used in environmental design such as, but not limited to, rocks, pebbles, sand, walls or fences, aesthetic grading or mounding, decorative paving, and irrigation systems.
- 1.7 **MUNICIPALITY:** "MUNICIPALITY" shall mean either the City of Hollywood or the Town of Davie, municipal corporations of the State of Florida.
- 1.8 **MUNICIPALITIES:** "MUNICIPALITIES" shall mean the City of Hollywood and the Town of Davie, municipal corporations of the State of Florida.
- 1.9 **Project:** "Project" shall mean the services described in Article 2.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 COUNTY and MUNICIPALITIES shall participate in the beautification of the Trafficway in the manner set forth in this Agreement.
- 2.2 COUNTY shall:
 - 2.2.1 At COUNTY's cost, prepare or cause to be prepared, plans and specifications for the beautification of the Trafficway(s). Such plans and specifications shall be reviewed and approved by the Director of COUNTY'S Public Works Department (hereinafter referred to as the "Director") and a representative of MUNICIPALITIES; provided, however, that MUNICIPALITIES may not unreasonably withhold their approval.
 - 2.2.2 In accordance with the approved design plans and specifications, landscape the Trafficway(s) by installing, or causing to be installed, along the Trafficway(s) vegetation, which may include, but is not limited to, plants, trees, shrubberies and turf, and installing irrigation systems compatible with the installed vegetation.
- 2.3 MUNICIPALITIES shall maintain all landscaping within the Trafficway as follows:

- 2.3.1 In the event that utilities are to be utilized in the beautification of the Trafficway, MUNICIPALITIES shall take all necessary steps to properly establish the utility account(s) with the MUNICIPALITIES' electrical energy and/or water supplier for the Trafficway beautification irrigation system and shall agree to pay all electrical energy and water charges prior to the initial energizing of the irrigation system and shall continue to pay all such charges relating to the beautification of the Trafficway as such charges arise.
- 2.3.2 MUNICIPALITIES shall properly fertilize all vegetation; keep all vegetation as free from disease and harmful insects as practicable; properly mulch the vegetation beds, keeping them free from weeds; periodically mow the grass in order to maintain a neat and proper appearance; prune all plants so as to remove all dead or diseased parts of plants and all parts of plants which present a visual hazard or physical obstacle to the use of the Trafficway; remove and replace all vegetation which is dead or diseased or which otherwise falls below the initial level of beautification of the Trafficway, and keep litter removed from the Trafficway. Any replacement of vegetation as required herein, shall be accomplished by the use of plants of the same grade as specified in the original approved plans and specifications and shall be of the same size as those existing at the time of replacement.
- 2.3.3 MUNICIPALITIES shall maintain the entire irrigation system and its parts in working order according to the original approved plans and specifications. As part of such maintenance responsibility, MUNICIPALITIES shall keep in good repair, and replace, defective or worn out irrigation system parts and equipment which system parts and equipment shall include, but not be limited to, pumps, pipes, and sprinkler heads. MUNICIPALITIES' responsibility to keep the system in good repair shall include all necessary maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair and replacement due to normal wear and tear, acts of God, vandalism and accidents.
- 2.3.4 MUNICIPALITIES shall coordinate the performance of their maintenance responsibilities pursuant to this Agreement. The terms and conditions of such coordination shall be stated in a Memorandum of Understanding entered into by MUNICIPALITIES and shall provide for the division of maintenance responsibility and the costs of maintenance between the parties to the Memorandum of Understanding.
- 2.4 COUNTY and MUNICIPALITIES agree and understand that the Trafficway shall remain classified as a County road.

ARTICLE 3
COSTS

MUNICIPALITIES shall be responsible for all costs associated with the services required by Article 2, Section 2.3, herein above during the term of this Agreement.

ARTICLE 4
TERM AND TERMINATION

- 4.1 The term of this Agreement shall begin on the date it is fully executed by the parties and shall terminate as provided for by Sections 4.2 through 4.6 herein below.
- 4.2 This Agreement may be terminated for cause by COUNTY, through action of the Board, or by a MUNICIPALITY, upon a thirty (30) days written notice given by the terminating party to the other parties setting forth the breach. If MUNICIPALITY, or COUNTY, correct the breach within thirty (30) days after written notice of same, to the satisfaction of the terminating party, the Agreement shall remain in full force and effect. If such breach is not corrected within thirty (30) days of receipt of notice of breach, the terminating party may terminate the Agreement. Specifically in the case of MUNICIPALITY's requirement to maintain the beautified Trafficway, COUNTY, at the option of the Contract Administrator, may cause such breach to be corrected and bill the MUNICIPALITY for the costs of such correction and improvement or terminate this Agreement. If COUNTY opts to correct and improve the breach and bill MUNICIPALITY for same, MUNICIPALITY shall then remit to COUNTY the amount so billed within thirty (30) days of MUNICIPALITY's receipt thereof.
- 4.3 Termination of this Agreement for cause shall include, but not be limited to: failure of the parties to suitably perform the services required by Article 2 herein, failure of the MUNICIPALITIES to maintain the beautified Trafficway pursuant to the terms of this Agreement, and failure of the parties to continuously perform the services required by the terms and conditions of this Agreement in a manner calculated to meet or accomplish the objectives set forth herein, notwithstanding whether any such breach was previously waived or cured.
- 4.4 This Agreement may be terminated for convenience by any party upon a thirty (30) day written notice given by the terminating party to the other party. This Agreement may also be terminated by COUNTY's Contract Administrator upon such notice as Contract Administrator deems appropriate in the event that the Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

- 4.5 In the event this Agreement is terminated for convenience, upon being notified of election to terminate, the parties shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. MUNICIPALITIES acknowledge and agree that ten dollars (\$10.00), the adequacy of which is hereby acknowledged by MUNICIPALITIES, is given as specific consideration to MUNICIPALITIES for COUNTY's right to terminate this Agreement for convenience.
- 4.6 Notice of termination shall be provided in accordance with the Article 6, "NOTICES," herein except that notice of termination by Contract Administrator, which Contract Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice which shall be promptly confirmed in writing in accordance with Article 6, "NOTICES," herein.

ARTICLE 5
CHANGES IN SCOPE OF SERVICES

Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 9.14 below.

ARTICLE 6
NOTICES

Whenever any party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Henry Cook
Governmental Center, Suite 321
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR HOLLYWOOD:

FOR DAVIE:

Town of Davie
Town Administrator
6591 Orange Drive
Davie FL 33314-3399

ARTICLE 7
INDEMNIFICATION

- 7.1 MUNICIPALITIES are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.
- 7.2 In the event that MUNICIPALITIES contract with third parties to provide the services set forth in Article 2, Section 2.3, addressed herein above, any contract with such third party shall include the following provisions:
- 7.2.1 Indemnification: MUNICIPALITIES' contractor shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of MUNICIPALITIES' contractor(s), their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due MUNICIPALITIES' contractor(s) under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification, pursuant to this Agreement, have been settled or otherwise resolved; and any amounts withheld shall not be subject to payment of interest by COUNTY.
- 7.2.2 In order to insure the indemnification obligation MUNICIPALITIES' contractor(s) shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the

insurance coverages set forth in Article 8, Section 8.2 herein, in accordance with the terms and conditions required by this Article.

- 7.2.3 The policies referred to in Section 7.2.2 herein above shall be without any deductible amount and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

ARTICLE 8 INSURANCE

- 8.1 The parties hereto acknowledge that MUNICIPALITIES are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. The MUNICIPALITIES shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.
- 8.2 In the event that MUNICIPALITIES contract with third parties to provide the services set forth herein above, any contract with such third party shall include the following provisions:
- 8.2.1 Insurance: MUNICIPALITIES' contractor(s) shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "A," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY and Broward County Board of County Commissioners as an additional insured.
- 8.2.2 MUNICIPALITIES' contractor(s) shall furnish to the Contract Administrator Certificates of Insurance or Endorsements evidencing the insurance coverages specified by this Article prior to the beginning performance of work under this Agreement.
- 8.2.3 Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of MUNICIPALITIES' contractor(s) is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

ARTICLE 9
MISCELLANEOUS

9.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by MUNICIPALITIES, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by MUNICIPALITIES to the Contract Administrator within seven (7) days of termination of this Agreement by either party.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of MUNICIPALITIES that are related to this Project. MUNICIPALITIES shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

MUNICIPALITIES shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to MUNICIPALITIES' records, MUNICIPALITIES shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by MUNICIPALITIES. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

9.3 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

MUNICIPALITIES shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. MUNICIPALITIES shall affirmatively comply with

all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, MUNICIPALITIES shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

MUNICIPALITIES' decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

MUNICIPALITIES shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

9.4 THIRD PARTY BENEFICIARIES

Neither MUNICIPALITIES nor COUNTY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

9.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party.

MUNICIPALITIES represent that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

MUNICIPALITIES shall perform their duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of MUNICIPALITIES'

performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

9.6 MATERIALITY AND WAIVER OF BREACH

COUNTY and MUNICIPALITIES agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.7 COMPLIANCE WITH LAWS

The Parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations pursuant to this Agreement.

9.8 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or MUNICIPALITIES elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.9 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.10 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference, and a term,

statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

9.11 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

9.12 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and MUNICIPALITIES.

9.13 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 9.12 above.

9.14 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached exhibits are incorporated into and made a part of this Agreement.

9.15 MULTIPLE ORIGINALS

This Agreement may be fully executed in seven (7) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the ____ day of _____, 20____, CITY OF HOLLYWOOD, signing by and through its _____, duly authorized to execute same and the TOWN OF DAVIE, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

By _____
Chair
____ day of _____, 20____.

Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Sharon V. Thorsen
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD AND
TOWN OF DAVIE FOR TRAFFICWAY BEAUTIFICATION FOR DAVIE ROAD
EXTENSION FROM UNIVERSITY DRIVE TO STIRLING ROAD

CITY OF HOLLYWOOD

WITNESSES:

CITY OF HOLLYWOOD

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

City Clerk

City Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
City Attorney

